

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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DONGGUAN FENGSHANG INDUSTRIAL CO.  
LTD.

**Case No. 22-cv-6275**

Plaintiff,

**COMPLAINT**

-against-

**JURY TRIAL DEMAND**

SOHO PARTNERS GROUP LLC and MICHAEL  
FASHION CONSULTING LLC

Defendants.  
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This is an action to recover more than \$957,284.55 for damages sustained by Dongguan Fengshang Industrial Co., Ltd (“Plaintiff”), a company organized under the laws of the People’s Republic of China, brought against Soho Partners Group LLC (“Soho Partners”) and Michael Fashion Consulting LLC (“Michael Fashion”) (Collectively “Defendants”), two New York companies, as a result of Defendants’ breach of contract, among other things.

**JURISDICTION AND VENUE**

1. The jurisdiction of this Court is invoked under 28 U.S.C. § 1332(a)(2). The amount in controversy exceeds \$75,000. Plaintiff is a company with a principal place of business in Guangdong, China and, Defendants both are companies formed under the laws of New York with a principal place of business in New York, NY.

2. Personal jurisdiction over Defendants is proper pursuant to N.Y.C.P.L.R. § 302 because:

- 1) Defendants regularly do or solicit business, engaging in other persistent courses of conduct in this forum, and/or derive substantial revenue from goods and services provided to individuals in New York and in this District;

2) and by virtue of its incorporation under the laws of the forum state.

3. The venue also properly lies with this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district and Defendant is a resident of the forum state.

### **PARTIES**

4. At all relevant times, Plaintiff Dongguan Fengshang Industrial Co., Ltd. was and is a company incorporated in Guangdong, China, with its offices located at Honghua Building, Xiangshi Road, Liaobu Town, Dongguan City, Guangdong Province, China.

5. At all relevant times, Defendant Soho Partners Group LLC was and is a limited liability company organized under the laws of the State of New York with its principle place of business located at 35 West 35th Street, Suite 400, New York, NY 10001.

6. At all relevant times, Defendant Michael Fashion Consulting LLC was and is a limited liability company organized under the laws of the State of New York with its principle place of business located at 35 West 35th Street, Suite 400, New York, NY 10001.

7. Upon information and belief, both Defendants can be served with process at 414 Avenue S, Brooklyn, NY, United States, 11223.

### **STATEMENT OF FACTS**

8. Plaintiff has been an Women Apparel supplier for both Defendants since 2021.

9. In 2021, Plaintiff and Defendants entered into 3 Purchase Order contracts.

10. On October 5, 2021, Plaintiff and Defendant Soho Partners entered into Purchase Order contract with Order Number DFI-CALI-1230("Order 1230"). *See* Ex. 1.

11. On or about December 10, 2021, Plaintiff provided Defendants with a Proforma Invoice confirming its acceptance of the order and the purchase price. *See* Ex. 2.

12. On October 22, 2021, Plaintiff and Defendant Michael Fashion entered into Purchase Order contract with Order Number DFI-KKPERF-1230X(“Order 1230X”). *See* Ex. 3.

13. On October 27, 2021, Plaintiff and Defendant Soho Partners entered into Purchase Order contract with Order Number DFI-C&C-115X(“Order 115X”). *See* Ex. 4.

14. On or about January 1, 2022 and February 7, 2022, Plaintiff provided Defendants with two Proforma Invoices confirming its acceptance of the Order 1230X and Order 115X and the purchase price. *See* Ex. 5.

15. Parties agreed that Plaintiff is responsible for the delivery of the goods to the Defendants at the agreed destination.

16. Parties also agreed that the payment term shall be 100% against Bill of Landing(“BoL”). Defendants shall pay the full amount of the contract price once Plaintiff emails the “copy” of the Bill of Landing to Defendants.

17. Plaintiff emailed the “copy” of the BoL related to Purchase Order DFI-CALI-1230 to Defendants on December 13, 2021. Defendants shall arrange payment on December 13, 2021.

18. Plaintiff emailed the “copies” of the BoLs related to Purchase Order DFI-KKPERF-1230X and DFI-C&C-115X to Defendants on February 8, 2022. Defendants shall arrange payment on February 8, 2022.

19. Plaintiff fully performed all of its obligations under the Purchase Order DFI-CALI-1230. The goods under Purchase Order DFI-CALI-1230 was delivered to the Defendants at the agreed destination on January 17, 2022.

20. Because Defendants refuse to accept and pay the purchase price, Plaintiff currently has possession of the goods under Purchase Order DFI-KKPERF-1230X and DFI-

C&C-115X.

21. Defendants never raised any quality issues with Plaintiff related to Plaintiff's performance under the Purchase Orders.

22. Plaintiff properly invoiced Defendants for all payment due.

23. Plaintiff has made multiple demands for payment. Notwithstanding, Defendants have failed to provide any valid objections or payment.

24. Plaintiff now brings this action to recover the amount due.

**COUNT I**  
**BREACH OF CONTRACT**  
**(Purchase Order Number:DFI-CALI-1230)**  
**Against Soho Partners**

25. Plaintiff realleges and incorporates by reference all previous allegations as though set forth fully herein.

26. The Purchase Order was valid and enforceable contract.

27. Plaintiff performed all of its obligations pursuant to the Purchase Order 1230.

28. Defendant Soho Partners was obligated to pay Plaintiff for the goods that Plaintiff provided pursuant to this Purchase Order 1230.

29. As of today, Defendant Soho Partners has failed to pay for the goods under Purchase Order 1230, for a total amount due of \$292,640.50.

30. Defendant Soho Partners thereby breached the terms of this Purchase Order.

31. As a result, Plaintiff is entitled to recover \$292,640.50, plus interest, costs, and attorney's fees in connection with Purchase Order DFI-CALI-1230.

**COUNT II**  
**BREACH OF CONTRACT**  
**(Purchase Order Number:DFI-KKPERF-1230X)**  
**Against Michael Fashion**

32. Plaintiff realleges and incorporates by reference all previous allegations as though set forth fully herein.

33. The Purchase Order was valid and enforceable contract.

34. Defendant Michael Fashion now wrongfully refuses to accept the goods and tenders payment of the balance of the purchase price, for a total amount of \$197,391.3.

35. Defendant Michael Fashion has breached the contract.

36. Pursuant to UCC 2-703, where the buyer wrongfully rejects goods, and if the breach is of the whole contract, then with respect to the whole undelivered balance, the aggrieved seller is entitled to resell and recover damages under UCC 2-706, recover damages for non-acceptance under UCC 2-708, or, in a proper case, recover the price pursuant to UCC 2-709.

37. Plaintiff has not resold the goods under UCC 2-706 nor does it seek the difference between the market price at the time and place for tender and the unpaid contract price under UCC 2-708.

38. Plaintiff now seeks to recover the balance of the contract price of \$197,391.3 Pursuant to UCC 2-709 (1)(b), when the buyer fails to pay the price, the seller may recover the price "of goods identified to the contract if the seller is unable after reasonable effort to resell them at a reasonable price or the circumstances reasonably indicate that such effort will be unavailing".

39. The goods, women apparels, which it was induced to manufacture for Defendant Michael Fashion, were special, custom, and/or unique, that it is unable to resell these goods, and that circumstances reasonably indicate that an effort by Plaintiff to resell the goods would be unavailing

40. Thus, Plaintiff is entitled to recover the contract balance of \$197,391.3 from

Defendant Michael Fashion in accordance with UCC 2-709.

41. Also, Plaintiff has incurred storage costs for holding the goods under Purchase Order 1230X. Plaintiff entitles to recover storage costs as incidental damages in accordance with UCC 2-710.

42. As a result, Plaintiff is entitled to recover \$197,391.3, plus interest, costs, incidental damages and attorney's fees in connection with Purchase Order DFI-KKPERF-1230X.

**COUNT III**  
**BREACH OF CONTRACT**  
**(Purchase Order Number:DFI-C&C-115X)**  
**Against Soho Partners**

43. Plaintiff realleges and incorporates by reference all previous allegations as though set forth fully herein.

44. The Purchase Order was valid and enforceable contract.

45. Defendant Soho Partners now wrongfully refuses to accept the goods and tender payment of the balance of the purchase price, for a total amount of \$467,252.75.

46. Defendant Soho Partners has breached the contract.

47. Pursuant to UCC 2-703, where the buyer wrongfully rejects goods, and if the breach is of the whole contract, then with respect to the whole undelivered balance, the aggrieved seller is entitled to resell and recover damages under UCC 2-706, recover damages for non-acceptance under UCC 2-708, or, in a proper case, recover the price pursuant to UCC 2-709.

48. Plaintiff has not resold the goods under UCC 2-706 nor does it seek the difference between the market price at the time and place for tender and the unpaid contract price under UCC 2-708.

49. Plaintiff now seeks to recover the balance of the contract price of \$467,252.75. Pursuant to UCC 2-709 (1)(b), when the buyer fails to pay the price, the seller may recover the

price "of goods identified to the contract if the seller is unable after reasonable effort to resell them at a reasonable price or the circumstances reasonably indicate that such effort will be unavailing".

50. The goods, women apparels, which it was induced to manufacture for Defendant Soho Partners, were special, custom, and/or unique, that it is unable to resell these goods, and that circumstances reasonably indicate that an effort by Plaintiff to resell the goods would be unavailing

51. Thus, Plaintiff is entitled to recover the contract balance of \$467,252.75 from Defendant Soho Partners in accordance with UCC 2-709.

52. Also, Plaintiff has incurred storage costs for holding the goods under Purchase Order 115X. Plaintiff entitles to recover storage costs as incidental damages in accordance with UCC 2-710.

53. As a result, Plaintiff is entitled to recover \$467,252.75, plus interest, costs, incidental damages and attorney's fees in connection with Purchase Order DFI-C&C-115X.

### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment as follows:

1. On all causes of action, for judgment against Defendant Soho Partners in the amount of \$759,893.25(\$292,640.50+\$467,252.75), plus pre and post judgment interest;
2. On all causes of action, for judgment against Defendant Michael Fashion in the amount of \$197,391.3, plus pre and post judgment interest;
3. On all causes of action, for costs and disbursements;
4. On all causes of action, for attorney's fees and expenses, in such sums as may be determined by the Court;

5. On all causes of action, for incidental damages; and
6. For such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a jury trial on all issues so triable.

Dated this 25th day of July, 2022.

*/s/ Ruoting Men*

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